

sor, will be, in like manner, ordered to deliver up, reconvey, and account for the rents and profits to the plaintiff from the 9th of March, 1819, when he took possession.

*John Weaver*, in his answer, says, that he too is one of those who purchased of *William McMechen*. This defendant has also left his answer wholly unsupported by any exhibits or proofs. He will therefore be decreed to deliver up, reconvey, and account for the rents and profits to the plaintiff. He admits, that he obtained possession in the year 1819; but does not specify the day or month; a medium, in the absence of such proof, must therefore be assumed, and the account must commence on the first day of July of the year 1819; with such just allowances as shall be specified.

The defendant *John Fitzgerald*, in his answer, states, that, on the 4th of September, 1806, he purchased of *John H. Hall*, a part of a parcel of ground, containing ten acres, part of a tract of land called David's Fancy, that he gave for it a valuable consideration, and had no notice of the claim of the representatives of the late *Anthony Hook*. He then goes on to state, that he purchased of the defendant *Hagthorp* two other parcels of the same ten acre lot, the one on the 9th of August, 1810, and the other on the 17th of June, 1815; and that he purchased a fourth parcel of it on the 17th of September, 1811, of *Gerard Tipton*, for all which he avers he paid a valuable consideration; and that he had no notice of the claim of *Anthony Hook's* representatives. This answer is also entirely unsupported by any evidence whatever; and therefore, this defendant will be decreed to deliver up, and reconvey to the plaintiff so much of the ten acre lot, mentioned in the bill, as he holds; and will also be held accountable for the rents and profits thereof from the dates when he obtained possession of each parcel respectively. The nature of the just allowances to which he may be entitled will be described.

*Benjamin Rawlings*, surviving executor of the late *William Rawlings*, states, that his co-executrix *Catharine Rawlings*, who had been made a defendant, is dead, that he is in possession of part of the ten acre lot, in the bill mentioned, by virtue of a deed bearing date on the 10th of September, 1804. This answer is also entirely unsupported by proof. This defendant will be decreed to deliver up and reconvey the property so held by him to the plaintiff; and be charged with the rents and profits, as executor, from the date of the deed under which his testator obtained possession, with such just allowances as shall be specified.